

PAYMENT/CHARGES/REFUNDS

1. Reservations must be made in person at the appropriate location up to one year in advance of the requested reservation date.

If a reservation is made less than 30 days, the reservation must meet the following criteria:

- **APPROVAL OF RECREATION SUPERVISOR**
- **FACILITY STAFF and POLICE OFFICERS ARE AVAILABLE FOR EVENT (THIS WILL TAKE THREE DAYS)**
- **ALL FEES WILL BE CASH or CREDIT CARD ONLY**
- **100% OF PAYMENT IS DUE DAY APPLICATION IS SUBMITTED**

2. A refundable deposit must be made at the time of application. The refundable deposit is returned, after the event, in full, ***IF*** there is no cleaning and damage charges occurring from the event.
3. The balance of the facility use fees and any special fee must be paid in full 60 days prior to the date of reservation, or the reservation shall be deemed canceled.
 - **EVENT IS ON _____.**
 - **ADDITIONAL HOURS MUST BE REQUESTED AT THIS TIME.**
 - **THERE IS A \$10.00 FEE FOR ANY CHANGES TO A RESERVATION**
 - **A COPY OF THE INVITATION MUST ACCOMPANY FINAL PAYMENT.**
4. If the facility is in satisfactory condition at the event's end and is indicated on the evaluation form, the group will be refunded the Cleaning and Damage Deposit in full. The refund will be processed 1 week after event. If paid by cash; a check will be mailed to the responsible party within 6-10 weeks, and if paid by credit card, a credit of the Cleaning and Damage Deposit in full will be credited to your credit card account within 14 business days.
5. The individual and/or organization granted use is responsible for reimbursing the City of San Jose for any additional loss and/or damage to the property caused by such use.
6. A service charge of \$35.00 will be made for all returned checks.

7. CANCELLATION CHARGES FOR ALL RESERVATIONS:

- A. More than thirty (30) days prior to reservation date is 25% of estimated fees.
- B. Within thirty (30) or fewer days of reservation date is 50% of estimated fees.
- C. Less than 48 hours notice is 100% of estimated fees
- D. There are no refunds for inclement weather.
- E. In the event of a cancellation of a confirmed reservation is necessary, it's the applicants' responsibility to provide immediate written notification of such intent to cancel use. City staff will not be held responsible for cancellations made by telephone. Cancellations will only be accepted from the applicant, not from any one else acting on his/her behalf. This policy is designed to prevent unauthorized cancellation of reservation.
- F. The City of San Jose reserves the right to cancel any use of facilities and/pm equipment in emergency situations, unplanned maintenance or when necessary for the safety of the customers. The City of San Jose will provide a full refund of all fees and deposits paid.

DAY OF EVENT: SET-UP/DECORATION/CLEAN UP

1. The door will not open before the time indicated on the application.
2. The facility may be reserved on Saturdays and Sundays 10:00 am to 10:00pm (***hours of operation vary by location***). All dancing and other entertainment must be concluded one hour before your end time specified on your contract the last hour is reserved for clean up. The parking lot must be vacated no more than 15 minutes after the rental has ended.
 - A custodial fee will be deducted from the cleaning and damage deposit for any group leaving the premises in such a condition that additional clean-up is necessary. The applicant must inspect the premises with the building attendant at the beginning and the end of use to determine if the facility is satisfactory. If applicant is not available, staff will determine facility condition.
 - Any party leaving the premises without cleaning up will be held liable for the additional custodial charges beyond the original cleaning and damage deposit.
3. You or your designated agent will be required to do a pre and post event walk through of the facility and sign the release form. This process will determine and begin your damage/cleaning deposit refund.
4. The Community Center does not provide equipment (microphones, stereos, sound system, ladders and over head projector)
5. Events going over the scheduled ending time will be charged 2 times the hourly rate on the application for each hour or fraction thereof. This fee will be deducted from the cleaning and damage deposit.

Also, the officers will need to stay until the building is vacated; therefore, the officers will also charge a fee at their current rate.
6. No decorations by facility rental groups can be used on the walls or windows. Cellophane adhesives, nails, tacks, screws, staples, etc. on walls or windows are prohibited. All helium balloons must be secured. There is a \$5.00 fee to remove any balloon left behind.
7. The following items may ***NOT*** be used for security and/or safety purposes:
 - **CANDLES (OR OPEN FLAMES)(BIRTHDAY CANDLE IS ALLOWED DURING THE DURATION OF THE BIRTHDAY SONG NO EXCEPTIONS)**
 - **MYLAR BALLOONS (\$5.00 PER BALLOON FOR REMOVAL)**
 - **GLITTER**
 - **FOG MACHINES**
 - **BUBBLE MACHINES**
 - **NO LADDERS**
 - **NO STANDING ON TABLES OR CHAIRS**
8. At no time shall exit signs be covered or doorways obstructed.
9. Any, and all items (dishes, equipment, etc.) brought into the facility by the applicant must be removed at the end of the party. All party/event items can not be stored on site (***no exceptions***)
10. No special deliveries may be made ***prior*** to your time specified on your contract. This includes: CAKE, MUSICIANS, FLOWERS and CATERERS.
11. The heating and cooling system is controlled by a computer downtown City Hall. The community center staff is not able to adjust the room temperature.
12. Decorations such as plants or large trees must be fire retardant and tagged with an official fire retardant tag. Any foliage not tagged will not be permitted inside the facility.

SECURITY/ALCOHOL:

1. An adult must sign the application(s) for use by a youth group. Adult sponsors or chaperones must be present at all youth group functions. A ratio of 1 adult chaperone to 15 youth is required.
2. The police officer(s) is/are scheduled to be present from the time your event starts until the end of the event (this includes clean up)
3. Absolutely no alcohol will be allowed for events in honor of an individual less than 21 years of age. No drinking by minors during ANY event and failure to comply will result in the closing down of the event without a refund. This includes MARRIAGE "TOASTS".

Only beer, wine, sake and champagne are allowed. **Absolutely, NO HARD LIQUOR, NO EXCEPTIONS.**

6. Alcoholic beverages may not be sold.

A minimum of one San Jose Police Officers is required for all events, **NO EXCEPTIONS**. An event with alcohol is required to have (2) two San Jose Police Officers is required, **NO EXCEPTIONS**.

The community center staff will arrange for the San Jose Police Officers, who will be paid by the applicant at the current wages. No volunteers or family friend(s) may be used as security. The payment must be paid at the start of the event in cash, money order or cashier's check. **NO PERSONAL CHECKS.**

Alcohol can not be served until the SJPd arrives. Alcohol is limited to the room reserved. Alcohol is prohibited in the lobby area, courtyard, parking lot or in the park.

At the time the officer is booked, the officer in charge may deem it necessary for an additional officer to be booked for that event. This decision is made in the best interest of all the parties involved. You will be notified if an additional officer is booked and you are required to pay the additional fee in the form of cash, or money order at the time the officer arrives.

MISCELLANEOUS:

10. Children must not be left unattended on the premises, **THIS INCLUDES THE PATIO AREA.**
11. Please provide additional contact person(s) name during the event that may take responsibility of the event, pre and post Walk Through:

1. _____
2. _____
3. _____

The person(s) listed above will be responsible to conduct the pre-walk through and the post-walk through of the facility and sign the Facility Walk-Through Form with the hired facility attendant on duty.

Applicant/Authorized Signature

Date

1. Liability insurance holding the City of San Jose harmless may be required of groups who are to engage in activities which may be deemed to be of reasonably high risk to participants or spectators, as determined by the Recreation Supervisor.
2. No advertising shall be exhibited, no solicitation and/or sales be made in the building or on the grounds without the written permission of the center director.
3. Gambling or unruly conduct is **PROHIBITED** this includes Raffles. Please contact the SJPd Vice division at (408) 277 - 4322
4. The attendant on duty, as a representative of the Department of Parks, Recreation and Neighborhood Services, has the authority to disperse any group for failure to comply with these rules, and **THE GROUP WILL FORFEIT ALL FEES PAID.** Future use of the facility may be denied for failure to abide by these rules.
5. The Department of Parks, Recreation and Neighborhood Services is not responsible for accidents, injuries or loss of individual property.
6. The room capacity will vary by location. For safety reasons, parties/events cannot exceed this room capacity. If the party/event exceeds the room capacity, the facility attendant and/or police officer(s) have the authority to **SHUT DOWN** the event before the scheduled ending time.
7. No verbal agreement for use of facilities shall be made nor in any way be binding.
8. The City of San Jose reserves the right to cancel any use of the facilities and/equipment in emergency situations, unplanned maintenance or when necessary for the safety of the customers. The City of San Jose will provide a full refund of all fees and deposits paid.
9. **RENTAL POLICIES AND RENTAL RATES ARE SUBJECT TO CHANGE.**

ACCEPTANCE:

I have read the provision on both sides of this Reservation Policy form. I accept the Reservation Policies and accept usage and will comply with the rules of the Department of Parks, Recreation and Neighborhood Services.

Applicant/Authorized Signature

Date

Staff Signature

Date

NOTES: